

SECOND AMENDED AND RESTATED CONFIRMATION

(THIS SECOND AMENDED AND RESTATED CONFIRMATION SUPERSEDES ANY PRIOR CONFIRMATION OF THIS TRANSACTION AND IS EFFECTIVE AS OF DECEMBER __, 2017)

Interest Rate Swap Transaction

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between:

JPMORGAN CHASE BANK, N.A.
("JPMorgan")

and

SACRAMENTO TRANSPORTATION AUTHORITY
(the "Counterparty")

on the Original Trade Date (as modified as of April 14, 2009 by the Amended and Restated Confirmation dated as of April 14, 2009 and as of the date of this Confirmation) and identified by the JPMorgan Deal Number specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Master Agreement specified below, and supersedes any previous confirmation or other writing with respect to the transaction described below.

The definitions and provisions contained in the 2000 ISDA Definitions (the "Definitions"), as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 18 October 2006, as amended and supplemented from time to time (the "Agreement"), between JPMorgan Chase Bank, NA., as Assignee of Bear Stearns Financial Products Inc. ("BSFP") pursuant to the Assignment Agreement dated as of April 14, 2009 and SACRAMENTO TRANSPORTATION AUTHORITY (the "Counterparty"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

A. The terms of the particular Transaction to which this Confirmation relates are as follows:

JPMorgan Deal Number(s): 050007012708

Notional Amount: (i) USD 106,100,000 for the initial Calculation Period, and
(ii) the amount as detailed in the Schedule of Notional Amounts attached hereto.

Original Trade Date: 18 October 2006

Effective Date: 01 October 2009

Termination Date: 01 October 2038

Fixed Amounts:

Fixed Rate Payer: Counterparty

Fixed Rate Payer Payment Dates: The first calendar day of each April and October during the Term of this Transaction, commencing 01 April 2010, and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day convention

Fixed Rate Payer Period End Dates: The first calendar day of each April and October during the Term of this Transaction, commencing 01 April 2010, and ending on the Termination Date, not subject to adjustment

Fixed Rate: 3.666 percent; the Fixed Rate hereunder has been modified as of the date of this Confirmation from 4.3825 percent to 3.666 percent in connection with the modification of the Floating Rate Option.

Fixed Rate Day Count Fraction: 30/360

Business Days: New York

Floating Amounts:

Floating Rate Payer: JPMorgan

Floating Rate Payer Payment Dates: The first calendar day of each month during the Term of this Transaction, commencing 01 November 2009, and ending on the Termination Date, subject to adjustment in accordance with the Following Business Day convention

Floating Rate Payer Period End Dates: The first calendar day of each month during the Term of this Transaction, commencing 01 November 2009, and ending on the Termination Date, not subject to adjustment.

Floating Rate for initial Calculation To be determined.

Period:

Floating Rate Option: 67.0% of USD-LIBOR-BBA

Designated Maturity: 3 Month

Floating Rate Day Count Fraction: Actual/360

Reset Dates: The Effective Date, and thereafter the first calendar day of each month during the Term of this Transaction, commencing 01 November 2009, and ending on the Termination Date, not subject to adjustment.

Compounding: Inapplicable

Business Days: New York

Calculation Agent: JPMorgan, unless JPMorgan is a Defaulting Party, in which case Counterparty, or its agent reasonably acceptable to JPMorgan, shall be the Calculation Agent

B. ACCOUNT DETAILS

Payments to JPM in USD: JPMORGAN CHASE NEW YORK
JPMORGAN CHASE BANK N.A.
BIC: CHASUS33XXX
AC No: 099997979

Payments to Counterparty in USD: [Please Provide]

C. OFFICES

JPMorgan: NEW YORK

Counterparty: SACRAMENTO

D. OTHER PROVISIONS

Additional Termination Event: On or after October 1, 2009, it shall constitute an Additional Termination Event with respect to Counterparty if at any time the notional amount of this Transaction exceeds the combined principal amount of all outstanding Take-Out Bonds or Bonds that refund the Take-Out Bonds; provided, however, that upon such Additional Termination Event, Counterparty shall only terminate that portion of the Notional Amount that exceeds the principal amount of all outstanding Take-Out Bonds or Bonds that refund the Take-Out Bonds. For purposes of this Additional Termination Event, Counterparty shall be the sole Affected Party and this Transaction will be the Affected Transaction.

Optional Termination:

Counterparty shall have the right to terminate this Transaction (provided that no Event of Default or Termination Event has occurred, with respect to which Counterparty is the Defaulting Party or Affected Party) by providing (i) at least two (2) Business Days' prior written notice to JPMorgan of its election to terminate this Transaction and (ii) evidence reasonably satisfactory to JPMorgan that any and all amounts owed to JPMorgan in connection with such early termination shall be paid on the due date thereof. On the Optional Termination Date set forth in such notice, an amount, determined by JPMorgan, shall be payable by JPMorgan or Counterparty, as the case may be, in respect of such termination. If such amount is not acceptable to Counterparty, then JPMorgan shall determine such amount in accordance with Section 6 of the Master Agreement, assuming Market Quotation and Second Method apply and Counterparty is the sole Affected Party.

E. DOCUMENTS TO BE DELIVERED

Each party shall deliver to the other, at the time of its execution of this Confirmation, evidence of the incumbency and specimen signature of the person(s) executing this Confirmation, unless such evidence has been previously supplied and remains true and in effect.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter, telex or facsimile substantially similar to this letter, which letter, telex or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms. When referring to this Confirmation, please indicate: JPMorgan Deal Number(s): 050007012708

JPMorgan Chase Bank, N.A.

Name: _____

Title: _____

Accepted and confirmed as of the date first written:
SACRAMENTO TRANSPORTATION AUTHORITY

Name _____

Title _____

Your reference number: _____

Client Service Group

MI queries regarding confirmations should be sent to:

JPMorgan Chase Bank

Contacts

JPMorgan Contact	Telephone Number
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Client Service Group	(001) 7182423100
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Group E-mail address:

Facsimile:	(001) 8888033606
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Telex:

Cable:

Please quote the JPMorgan deal number(s): 050007012708.

**Annex I
Schedule of Notional Amounts**

From and including	To but excluding	Notional Amount in (USD)
Effective Date	10/1/2028	106,100,000
10/1/2028	10/1/2029	98,700,000
10/1/2029	10/1/2030	90,600,000
10/1/2030	10/1/2031	82,100,000
10/1/2031	10/1/2032	73,300,000
10/1/2032	10/1/2033	64,100,000
10/1/2033	10/1/2034	54,500,000
10/1/2034	10/1/2035	44,500,000
10/1/2035	10/1/2036	34,000,000
10/1/2036	10/1/2037	23,200,000
10/1/2037	Termination Date	11,800,000